

# **EXHIBIT 1**

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF NEW YORK

Underwriters At Lloyds a/s/o Younglim B & A Co., Ltd.

Index No.: 07-108392

Date Purchased:

Plaintiff,

Plaintiff designates New York  
County as the place of trial.  
The basis of venue is Defendant's  
Place of Business.

-against-

Ocean World Lines, Inc.

Defendant.

**SUMMONS WITH NOTICE**  
Defendant's Place of Business is  
listed below.

To the above named Defendant:

You are hereby summoned to answer the complaint in this action and serve a copy of your answer, or, if the complaint is not served with this summons, to serve notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York  
June 15, 2007

COZEN O'CONNOR

By: James F. Campisi, Esq.  
COZEN O'CONNOR  
Attorneys for Plaintiff  
45 Broadway, 16th Floor  
New York, New York  
(212) 509-9400

Defendant's address:  
Lisa Radonicic  
Ocean World Line  
1981 Marcus Avenue  
Lake Success, NY 11042

NEW YORK  
COUNTY CLERK'S OFFICE

JUN 15 2007

NOT COMPARED  
WITH COPY FILE

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**NOTICE:** The nature of this action is a contractual dispute between the parties involving a shipment of cargo consisting of 20 bags of chemicals and relates to the following Bills of Lading:

N06S003560ZZ ECMU4017689 WRT DAMAGE

The cause of action asserted against Defendant is: (i) Breach of Contract; (ii) Negligence (iii) Gross Negligence (iv) Breach of Bailment.

The relief sought is monetary damage in an amount of \$11,689.50 with interest thereon from May 22, 2006 Upon failure to appear, judgment will be taken against you by default for the sum of \$11,689.50 with interest from May 22, 2006, as well as reasonable counsel fees and disbursements and costs of this action.

8991/SHV

CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
Attorneys for Defendant Ocean World Lines  
61 Broadway, Suite 3000  
New York, New York 10006-2802  
(212) 344-7042

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

Underwriters At Lloyds a/s/o Younglin B & A  
Co., Ltd.,

Plaintiff,

-against-

Ocean World Lines, Inc.

Defendant.

Civil Case Number 07 Civ. 6628

**OCEAN WORLD LINES, INC.'S  
ANSWER TO SUMMONS WITH  
NOTICE**

Defendant Ocean World Lines, Inc. through its attorneys Cichanowicz, Callan, Keane, Vengrow & Textor, LLP, answers the Plaintiff's Summons with Notice (Index number 07-108392) that was removed from the Supreme Court for the State of New York (County of New York) and assigned the civil number of 07 Civ. 6628 now answers the same as follows.

Denies each and every allegation contained under the heading of NOTICE including but not limited to the assertion by plaintiff for (1) Breach of Contract, (2) Negligence, (3) Gross Negligence and (4) Breach of Bailment as well as the relief sought.

**AFFIRMATIVE DEFENSES**  
**FIRST AFFIRMATIVE DEFENSE**

1. That said shipment as described in Plaintiff's Complaint is subject to all the terms and conditions and exceptions contained in certain bill of lading then there issued, by which the shippers and consignees of said bill of lading agree to be and are bound.
2. Said shipment was transported on said vessel subject to the contractual terms and conditions of the aforesaid bill of lading.
3. Any shortage, loss and/or damage to the shipment in suit which Defendant Ocean World Lines, Inc. specifically denies was due to causes for which the Defendant Ocean World Lines is not liable or responsible by virtue of the provisions of the Carriage of Goods by Sea Act, ("COGSA") approved April 16, 1936, and/or Harter Act, and/or the provisions of the said bill of lading and/or the General Maritime Law and/or applicable foreign law.

**SECOND AFFIRMATIVE DEFENSE**

4. Due diligence was exercised on the part of the carrier to make the vessel and its appurtenances seaworthy, and to make all other parts of the vessel in which goods are carried, fit and safe for their reception, carriage and preservation of said shipment.

**THIRD AFFIRMATIVE DEFENSE**

5. That if the goods in suit were damaged, which is denied, the damage was proximately caused by insufficiency of packaging or inadequacy of marks, for which the Ocean World Lines, Inc. is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. § 1304 (2)(o) and (n), and by the terms of the contract of carriage.

**FOURTH AFFIRMATIVE DEFENSE**

6. That if the goods in suit were damaged, which is denied, the damage was proximately caused by inherent vice, defect or quality of the goods in suit, for which the Ocean World Lines, Inc. is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. § 1304 (2)(m), and by the terms of the contract of carriage.

**FIFTH AFFIRMATIVE DEFENSE**

7. Plaintiff has failed to properly and fully mitigate its damages in its Complaint.

**SIXTH AFFIRMATIVE DEFENSE**

8. That if the goods in suit were damaged, which is denied, the damage was proximately caused by an act or omission of the shipper, for which the shipowner is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. § 1304 (2)(i), and by the terms of the contract of carriage.

**SEVENTH AFFIRMATIVE DEFENSE**

9. The maximum liability of defendant if any, is \$500 per package as agreed to in the provisions of the bill of lading and under the provisions of the Carriage of Goods by Sea Act, specifically 46 U.S.C. § 1304 (5).

**EIGHTH AFFIRMATIVE DEFENSE**

10. The suit is time barred under the agreed provisions of the bill of lading, and under the provisions of the Carriage of Goods by Sea Act, specifically, 46 U.S.C. § 1304 (6).

**NINTH AFFIRMATIVE DEFENSE**

11. That if Plaintiff's cargo suffered any loss or damage, which Defendant Ocean World Lines denies, then such loss or damage resulted from a cause arising without the actual

fault and privity of Ocean World Lines, Inc. and without the fault or neglect of the agents or servants or the Ocean World Lines, Inc., and the Ocean World Lines, Inc. is not liable under the Carriage of Goods by Sea Act, 46 U.S.C. § 1304 (2)(Q).

**TENTH AFFIRMATIVE DEFENSE**

12. That if Plaintiff's cargo suffered any loss or damage, which Defendant Ocean World Lines, Inc. denies, then such loss or damage resulted from the handling by Third-Party not named in the lawsuit namely, ANL Container Line PTY Limited t/a ANL and ANL Singapore PTE Ltd.

WHEREFORE, Defendant Ocean World Lines, Inc prays that the Summons against it be dismissed and that the Court may grant such other or further relief as may be just and proper.

Dated: August 2, 2007

CICHANOWICZ, CALLAN, KEANE,  
VENGROW & TEXTOR, LLP  
Attorneys for Defendant Ocean World Lines, Inc.

By: \_\_\_\_\_ / s / Stephen H. Vengrow  
Stephen H. Vengrow (SHV/3479)  
61 Broadway, Suite 3000  
New York, New York, 10006  
(212) 344-7042

To: Cozen O'Connor  
James F. Campise, Esq.  
Attorney for Plaintiff  
45 Broadway, 16<sup>th</sup> Floor  
New York, New York 10006  
(212) 509-9400

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**CERTIFICATE OF SERVICE BY ECF AND BY REGULAR U.S. MAIL**

The undersigned declares under penalty of perjury that the following is true and correct:

1. I am over the age of eighteen years and I am not a party to this action.
2. On August 2, 2007, I served a complete copy of Defendant Ocean World Lines, Inc.'s **Answer to Summons with Notice** by ECF to the following attorney at his ECF registered address and by regular U.S. mail at the following address:

Cozen O'Connor  
James F. Campise, Esq.  
Attorney for Plaintiff  
45 Broadway, 16<sup>th</sup> Floor  
New York, New York 10006  
(212) 509-9400

/ s / Patrick Michael DeCharles, II  
Patrick Michael DeCharles, II (PMD/9984)

DATED: August 2, 2007  
New York, New York